

Online services terms of use

Teosto's web service is a service entity that is provided by the Finnish Composers' Copyright Society Teosto and used with Teosto user credentials. By completing and signing the Order Form, the User accepts these Terms of Use and agrees to comply with them. Please read these Terms of Use carefully before signing the Order Form and using the Web Service. If you do not accept these Terms of Use, please do not use the Web Service.

By completing and signing the Order Form, the user enters into a Web Service Agreement with the Finnish Composers' Copyright Society Teosto (Business ID: 0117040-7, "Teosto" or "we").

1. Definitions

"Membership Agreement" refers to the Teosto membership agreement between Teosto and the Rightsholder valid at the time in question.

"User" or "you" refer to the Web Service user who has signed the Web Service Agreement and registered as a user of the Web Service in the way described below. The User may be i) a private individual, company, organisation or private trader that performs copyrighted works represented by Teosto (separately "Performer"), ii) a composer, lyricist, arranger or music publisher that has entered into a Membership Agreement with Teosto (separately "Rightsholder") or iii) a company, organisation, private trader, private individual or other party that signs an agreement on the use of music with Teosto (separately "Music User").

"Terms of Use" refers to this Web Service's terms of use.

"Party" refers to Teosto or the User separately and "Parties" refers to both Teosto and the User together.

"Work" refers to a piece of music or an arrangement of a piece of music by one or more music creators or music publishers that is represented by Teosto at the time in question.

"Order Form" refers to the Web Service's order form that is completed and signed by the User and is part of the Web Service Agreement.

"User Credentials" refers to the User's username and password, with which the User is able to sign in to the Web Service.

"Web Service" refers to the web service maintained by Teosto, which the User can use for purposes such as submitting music declarations of the music performed, browsing performance location information, providing customer information, submitting work notifications, submitting other notifications concerning Works, submitting notifications concerning the modification licenses of Works, providing information about publishing agreements and changes to publishing agreements, browsing royalty payment information and submitting information affecting the determination of royalties to Teosto.

"Web Service Agreement" refers to the agreement on the use of the Web Service that consists of these Terms of Use and the Order Form.

“Website” refers to Teosto’s website at www.teosto.fi.

2. Consumer users

This Web Service Agreement shall apply to consumer Users as it is, unless otherwise provided in the Consumer Protection Act.

3. User account and user credentials

3.1 The Web Service Agreement comes into effect once the User has sent the signed Order Form to Teosto. The Web Service becomes available to the User once Teosto has processed the User’s Order Form and sent the order confirmation and User Credentials to the email address or postal address provided by the User. Teosto’s information systems will recognise the User when the User signs in to the Web Service with the User Credentials.

3.2. Teosto may renew the User Credentials by sending the User new User Credentials. Teosto and the User may also separately agree on the use of personal or organisation-specific credentials or certificates that are equivalent to the User Credentials.

3.3. The User must provide the accurate and up-to-date information we request on the form. If there are any changes to the information provided by the User, we ask the User to update the information by notifying Teosto customer service of the changes to the information or updating the information in the Web Service. If the User is an organisation, the User must notify Teosto if the User’s contact person is changed.

3.4. The user may not disclose the User Credentials to a third party or let a third party use the User’s user account. The User shall agree to store the User Credentials carefully so that the username and password, which make up the User Credentials, are stored separately.

3.5. 3.5 The User shall be responsible for all use of the Web Service that takes place through the User’s user account. If the User Credentials have ended up in the possession of a third party, or the User has cause to suspect that they have, the User shall have the obligation to notify Teosto of this immediately in order to prevent unauthorised use. The user shall be liable for all potential damage and actions taken using the User Credentials until Teosto has received a notification of the User Credentials ending up in the possession of a third party and Teosto has had a reasonable amount of time to prevent the unauthorised use of the Web Service. If the User has stored their User Credentials carelessly or has otherwise acted in a way that contributed to the User Credentials ending up in the possession of a third party, the User shall be liable for all damage caused to Teosto or a third party.

3.6. Companies or organisations using the Web Service as a Music User shall accept and be aware of the fact that the person using the User Credentials always has the right to use the Web Service on behalf of the Music User company or organisation even if Teosto has not been separately notified of this right.

3.7. User Credentials provided as required by the Web Service are equivalent to the User's signature. All notifications and other messages that have been created using the User's User Credentials will bind the User after the User Credentials have been provided to Teosto as required by the Web Service.

3.8. Teosto shall have the right to remove the User's user account at any time if Teosto deems that the User has violated this Web Service Agreement or caused damage to Teosto, the other users of the Web Service or other third parties.

4. Use of the web service

4.1. Unless otherwise provided in this Web Service Agreement, the User shall have the right to use the Web Service in the form in which we provide it to the User at any given time. Please note that the contents and functions of the Web Service depend on the role in which the User uses the Web Service (Performer, Rightsholder or Music User).

4.2. We shall have the right to either partially or fully change or remove parts of the Web Service, such as various functions, at any time.

4.3. For Rightsholders, entering into a Web Service Agreement means that the Rightsholders' matters and functions included in the Web Service at any given time may be carried out through the Web Service as required by the Web Service and by the deadlines stated in the Web Service.

4.4. Teosto does not need to relay information to the User in other ways about the functions carried out by the User through the Web Service or the information provided by Teosto to the User through the Web Service.

4.5. For the sake of clarity: if we remove a key Web Service function, such as the opportunity to submit work notifications through the Web Service that is offered to Rightsholders or the opportunity to submit music declarations of the music performed through the Web Service that is offered to Performers, we will offer the Users in question an alternative way to carry out the function.

4.6. Using the Web Service is free of charge.

5. Hardware, information systems and personal data

5.1. The User shall acquire at their own expense the hardware, software and data connections required to use the Web Service as well as other necessary services and shall be responsible for the cost of their use and maintenance as well as their security and operability. Teosto shall have the right to suspend the provision of the Web Service if the hardware, software or data connections used by the User endanger the security of the Web Service. Teosto shall not guarantee that the Web Service can be used with the User's hardware.

5.2. The Web Service can be used with the most common web browsers installed with their default settings and their newer versions. Information will be provided in the Web Service or on the Website about any browser updates required by the Web Service or other software requirements.

5.3. Teosto shall be responsible for appropriately arranging the data security of its own information systems.

5.4. Teosto shall process the personal data it processes in connection with the provision of the Web Service in accordance with its Privacy Policy and process the data collected using cookies and similar technologies in accordance with its Cookie Policy.

6. Limitations concerning the use of the web service

6.1. The User may use the Web Service only in accordance with this Web Service Agreement and only for the purposes stated in this Web Service Agreement.

6.2. Unless otherwise provided in this Web Service Agreement, the User may not:

a) copy, sell, rent, transfer, hand over, license or otherwise offer the Web Service or any of its contents to third parties;

b) circumvent or attempt to circumvent any of the features related to controlling the use of the Web Service or preventing its copying;

c) examine, scan or test any of the Web Service's vulnerabilities;

d) use data mining, robots or other similar data extraction or data analysis methods;

e) use bots or other automated methods to use the Web Service;

f) interfere with other users' use of the Web Service;

g) reverse engineer or otherwise try to discover the source code or part of the source code of the Web Service or a technology attached to it;

h) create a user account for the Web Service using a false identity or the identity of another person;

i) use any user interface other than the ones provided by Teosto to use the Web Service;

j) use the Web Service or its contents in ways that break the law;

k) use the Web Service or its contents in ways that violate the intellectual property rights, trade secrets or privacy of Teosto, other users or third parties; or

l) use the Web Service or its contents for unauthorised, inappropriate or unethical purposes.

7. Responsibility for the information provided and the right to record and erase information

7.1. The time of signing the Web Service Agreement and the contents of the Web Service Agreement as well as other actions related to the Web Service are verified in the information systems maintained by Teosto.

7.2. The User shall be responsible for the information they provide when completing the Order Form and using the Web Service and the accuracy of this information as well as ensuring that the User has the rights needed to provide the information in question to Teosto. The User shall be responsible for ensuring that the information provided by the User does not violate the intellectual property rights or privacy of third parties or the

applicable legislation. The User shall be liable for any damage caused by the User providing to Teosto information that is inaccurate, incomplete or otherwise in violation of this Web Service Agreement.

7.3. Teosto will carry out actions on the basis of the information provided by the User. Teosto shall not have the obligation to check or complete the information provided. Teosto shall have the right to record information concerning the times the User contacted Teosto or used Teosto's services in its information systems. Teosto shall also have the right to erase information provided by the User if Teosto deems the information to be in violation of this Web Service Agreement.

8. Intellectual property rights

This Web Service Agreement does not confer on the User any intellectual property rights to the Web Service, its contents or parts of its contents or copies of its contents. Teosto, its subcontractors, service providers or potential license issuers reserve all rights that are not specifically granted to the User in this Web Service Agreement.

9. Limitation of liability and the availability of the web service

9.1. We seek to maintain the availability of the Web Service, but please be aware that we may temporarily or permanently suspend the provision of the Web Service at any time. We provide the Web Service the Users as it is, and we shall not offer any guarantee the Web Service will be suitable for the User's purposes.

9.2. Teosto shall have the right to immediately suspend the User's use of the Web Service if the User does not comply with the terms of the Web Service Agreement or Teosto has reasonable cause to suspect that the Web Service is used for unlawful activities or in a way that causes damage to Teosto or third parties. The User shall not be entitled to compensation for suspensions imposed on the basis of this section.

9.3. Teosto's obligation to process a notification, application, assignment or another function submitted through the Web Service starts at the earliest when it has been received and accepted in Teosto's information system. Teosto shall not guarantee that the assignments, applications or other information submitted to it through the Web Service will be processed in real time.

9.4. For Rightsholders, this Web Service Agreement complements the Membership Agreement. If the Membership Agreement and this Web Service Agreement contradict each other, the terms of the Membership Agreement will take precedence. When we suspend or terminate the provision of the Web Service or when the validity period of the Web Service Agreement ends, only the terms of the Membership Agreement will be applied between Teosto and the Rightsholder for as long as the Membership Agreement is valid.

9.5. Neither Party shall be liable for the direct or indirect damage caused to the other Party. Indirect damage shall include, amongst others, loss of profits, loss of market share, reduction of goodwill or damage caused by an interruption of operations or production.

9.6. The limitation of liability in section 9.5 shall not be applied to damage caused as stated in sections 3.5 and 7.2 or damage caused intentionally or by gross negligence.

9.7. The liability for damages agreed herein shall not limit the right of Teosto or the music creators represented by it to file a claim against the User for compensation on the basis of the Copyright Act, the Tort Liability Act or other legislation or justification.

9.8. For the sake of clarity: this section does not limit Teosto's liability arising from mandatory legislation.

10. Force majeure

10.1. A Party shall not be liable for any damage or delay caused by a reason that is beyond the Party's control and could not be foreseen when the Web Service Agreement came into effect (force majeure).

10.2. The Party that is facing the force majeure event shall be obligated to report the force majeure event and its estimated duration and end time to the other Party in writing (including by email).

11. Period of validity and the termination of the web service agreement

11.1. The Web Service Agreement comes into effect in accordance with section 3.1 once the User has sent the signed Order Form to Teosto. The agreement will be valid until further notice.

11.2. Either Party may terminate the Web Service Agreement at any time without a notice period. The Web Service Agreement must be terminated in writing (e.g. by email) or in another way that can be proven.

11.3. If the User has not used the Web Service for one (1) year, Teosto may deem that Web Service Agreement has ended without a separate termination of the Web Service Agreement.

11.4. For the sake of clarity: Teosto may stop providing the Web Service at any time.

11.5. Teosto shall reserve a reasonable amount of time for closing the Web Service after the termination of the Web Service Agreement. However, the User's right to use the Web Service ends immediately after the Web Service Agreement has been terminated or the provision of the Web Service has been stopped. The User shall be responsible for actions taken through their user account also after the termination of the Web Service Agreement.

11.6. For the sake of clarity: when the Rightsholder terminates their Membership Agreement, the Web Service Agreement between Teosto and the Rightsholder will also end automatically.

11.7. All the terms of this Web Service that are intended to remain in effect despite the termination or expiration of this Web Service Agreement will remain in effect.

12. Changes to the web service agreement

12.1. Teosto shall have the right to change these Terms of Use by publishing the amended Terms of Use in the Web Service and notifying Users of the changes in a clear way in the Web Service, by email, on the Website or in another clear way chosen by us.

12.2. The amended Web Service Agreement will come into effect 30 days after the changes have been published in the manner stated above.

12.3. By continuing to use the Web Service after the the changes have been published, the User accepts the new terms of the Web Service Agreement.

13. Transferring the web service agreement

The User shall not have the right to transfer the rights or obligations arising from this Web Service Agreement to a third party.

14. Applicable law and resolution of disputes

14.1. Finnish law will be applied to this Web Service Agreement and this Web Service Agreement will be interpreted in accordance with Finnish law notwithstanding the provisions on the choice of law.

14.2. Disputes caused by this Web Service Agreement will be resolved primarily through negotiations between the User and Teosto. If the dispute cannot be resolved through the negotiations, the District Court of Helsinki will act as the court of first instance for resolving the dispute. However, consumer Users may also take a dispute concerning this Web Service Agreement to the district court of their home municipality or the Consumer Disputes Board (instructions are available at kuluttajariita.fi and kuluttajaneuvonta.fi).

All notifications, questions and requests concerning the Web Service must be directed to Teosto:

Tel. +358 (0)9 681 011

Email: teosto@teosto.fi